

UNOFFICIAL COPY

MORTGAGE

90232700

THIS INDENTURE WITNESSETH: That the undersigned

LEOPOLDO SOTO AND ANNA M. SOTO, HIS WIFE AND

SERGIO SOTO AND ALBA MARIA SOTO, HIS WIFE

of the City of Chicago County of Cook State of Illinois, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

DAMEN SAVINGS AND LOAN ASSOCIATION

a corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as the Mortgagee, the following real estate, situated in the County of Cook in the State of Illinois, to wit:

Lot 13 in the Resubdivision of Lots 25 to 48, inclusive, in Block 4 in Dickey and Baker's Subdivision of that part of the West 1/2 of the East 1/2 of the Northwest 1/4 of Section 33, Township 40 North, Range 13, East of the Third Principal Meridian, lying North of the Center line of Grand Avenue, in Cook County, Illinois.

2216 North Lockwood, Chicago Illinois 60639
Permanent Index # 13-13-106-038

8991-61 RECORDING \$18.25
RECORDED TRAC 4341 05/18/90 10:52:00
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COOK COUNTY RECORDER

"This mortgage hereby incorporates the Affidavit of Occupancy dated May 8, 1990."

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TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or chattels, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter therein or thereon the furnishing of which by lessors or owners is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, street lights, window blinds, in-wood, built-in awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee.

TO HAVE AND TO HOLD all of said property unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith in the sum of

ONE HUNDRED THREE THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$103,500.00), which note,

together with interest thereon as provided by said note, is payable in monthly installments of

ONE THOUSAND EIGHTY AND 79/100 or more DOLLARS (\$1,030.79 or more

on the 1st day of each month, commencing with June 1, 1990 and the entire sum is paid.

It is further recited and understood by and between the parties hereto that should the above described real estate, at any time hereafter, be sold or title therein transferred by deed of conveyance or by operation of law, then the amount of principal balance then remaining due secured by this mortgage shall become immediately due and payable at any time hereafter at the option of the owner or holder of this mortgage. Acceptance of any monthly installment payments on account of said obligation by the owner or holder of this mortgage shall not, in any way, constitute a waiver by the owner or holder of this option to accelerate the payment of the entire obligation secured by this mortgage.

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide among other things for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

A. THE MORTGAGOR COVENANTS:

1. To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore due, (the monthly payments provided by said note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor.

2. To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, lightning, windstorm, and such other hazards, including liability under laws relating to intoxicating liquors and including hazards not now contemplated, as the Mortgagee may reasonably require to be insured against, under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee. Such insurance policies, including original and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee as its interest may appear.

3. To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; to keep said premises in good condition and repair, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; to comply with all requirements of law with respect to the mortgaged premises and the use thereof.

4. That if the Mortgagor shall procure contracts of insurance upon his life and disability insurance for loss of time by accidental injury or sickness, or enter into such contract making the Mortgagee assignee thereunder, the Mortgagee may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this mortgage to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.

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Handwritten signature/initials

